

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
GAINESVILLE DIVISION**

MARTA VALENTINA RIVERA
MADERA, on behalf of herself and all
others similarly situated; FAITH IN
FLORIDA, HISPANIC FEDERATION,
MI FAMILIA VOTA EDUCATION
FUND, UNIDOSUS, and VAMOS4PR,

PLAINTIFFS,

v.

KIM A. BARTON, in her official
capacity as Alachua County Supervisor
of Elections,

DEFENDANT.

Case No.

1:18-cv-00152-MW-GRJ

**PLAINTIFFS' UNOPPOSED MOTION TO DISMISS
DUE TO SETTLEMENT**

Plaintiffs hereby move to dismiss all claims in this litigation pursuant to Rule 41(a)(2) and the parties' settlement. Defendant Alachua County Supervisor Barton does not oppose this motion. Plaintiffs have entered into a settlement agreement with 31 of the 32 county Supervisors of Elections whom Plaintiffs alleged were in violation of Section 4(e) of the Voting Rights Act, including Defendant Barton.¹ A copy of the settlement agreement is attached as Exhibit 1.

¹ Only the Charlotte County Supervisor of Elections has not joined the settlement.

Pursuant to the settlement agreement, the 31 Supervisors of Elections (the “Supervisors”) have agreed to provide Spanish-language ballots, election materials, and assistance as required by the Secretary of State’s current rules. Settlement Agreement ¶16(a)-(b). In addition, the Supervisors have further agreed to provide Spanish-language vote-by-mail applications, ballots, and materials; Spanish translations of the Supervisors’ websites; access to county-specific Spanish-language hotlines for voter assistance; and signage at the Supervisors’ offices informing voters of the availability of these Spanish-language resources. *Id.* ¶16(c)-(h).

Pursuant to the settlement agreement, Plaintiffs hereby request that the Court “dismiss th[is] Litigation with prejudice, and not incorporate the terms of th[e] [Settlement] Agreement into a court order or retain jurisdiction to enforce th[e] Agreement, or for any other purpose.” *Id.* ¶20. The settlement agreement “is contingent on the Court’s granting of th[e]se requests.” *Id.* The effective date of the settlement agreement is the date of this Court’s final order dismissing this litigation. *Id.* ¶33.

Plaintiffs thus respectfully request that the Court grant Plaintiffs’ unopposed motion to dismiss due to settlement.

Dated: February 1, 2021

Respectfully submitted,

By: /s/ Matthew J. Murray
Matthew J. Murray

KIRA ROMERO-CRAFT
(FL SBN 49927)
MIRANDO GALINO (*pro hac vice*)
LatinoJustice PRLDEF
523 West Colonial Drive
Orlando, FL 32804
(321) 418-6354
kromero@latinojustice.org
mgalindo@latinojustice.org

Attorneys for Plaintiffs

CHIRAAG BAINS (*pro hac vice*)
Demos
740 6th Street NW, 2nd Floor
Washington, DC 20001
cbains@demos.org

STUART NAIFEH (*pro hac vice*)
Demos
80 Broad St, 4th Floor
New York, NY 10004
(212) 485-6055
snaifeh@demos.org

Attorneys for Plaintiffs

STEPHEN P. BERZON (*pro hac vice*)
STACEY M. LEYTON (*pro hac vice*)
MATTHEW J. MURRAY (*pro hac vice*)
CORINNE F. JOHNSON (*pro hac vice*)
Altshuler Berzon LLP
177 Post Street, Suite 300
San Francisco, CA 94108
(415) 421-7151
sberzon@altber.com
sleyton@altber.com
mmurray@altber.com
cjohnson@altber.com

Attorneys for Plaintiffs

KATHERINE ROBERSON-YOUNG
(FL SBN 38169)
Service Employees International Union
11687 NE 18th Dr.
North Miami, FL 33181-3278
(954) 804-2710
katherine.roberson-young@seiu.org

NICOLE G. BERNER (*pro hac vice*)
Service Employees International Union
1800 Massachusetts Ave, NW
Washington, D.C. 20036
(202) 730-7383
nicole.berner@seiu.org

*Attorneys for Plaintiffs Mi Familia Vota
Education Fund and Vamos4PR*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, pursuant to Northern District of Florida Local Rule 5.1(F), each party on whom this document is to be served is represented by an attorney who will be served through this Court's CM/ECF system upon filing on this 1st day of February, 2021.

/s/ Matthew J. Murray
Matthew J. Murray